the resolution without even having seen the Revised Edition. This is not strictly in evidence before me, but even accepting that statement, it does not appear to me to make the slightest difference. It only means that the Federal Council, having full confidence that the Commissioner, Mr. Gibson, would do nothing *ultra vires*, decided to give him a blank cheque. The cheque unfortunately was not completed in quite the manner in which Mr. Gibson was authorised to complete it, but having trusted him, they cannot complain if Mr. Gibson exceeded his authority. The High Commissioner receiving the necessary authority naturally acted upon it without further question.

Upon the proclamation being gazetted the Revised Edition was duly brought into force, and thereupon "for all purposes whatsoever" became "the sole authentic edition of the Enactments of the Federated Malay States so far as therein contained."

The Civil Procedure Code is certainly contained in the Revised Edition at page 274 *et seq.*, and the sub-section says that it is the only edition of the Civil Procedure Code which can be looked at. The Civil Procedure Code of 1918 and the amending Enactment of 1933 are no longer valid, because there cannot be more than one 'sole authentic edition' at the same time. The sub-section certainly omits to say that the previous Enactments are repealed, but that is the only possible result.

It may be pointed out that any other interpretation would result in chaos. There may be many things. which the Commissioner purported to do under section 4, which are not strictly covered. He may have transferred a section from one enactment to another enactment to which he thought it more properly belonged. Can it be argued at a subsequent date that the section did not "properly belong" to the enactment to which it was transferred, and is accordingly inoperative?

In the reference before me, as I have stated, no attachment under section 180 (i) of the Land Code can affect land unless a prohibitory order has been obtained under section 294 of the Civil Procedure Code. If section 294 is not in force, there is no provision that such an order can still be obtained under section 275 of the Civil Procedure Code, 1918, unless it can be argued that section 108 (i) of the Land Code is also *ultra vires* and should be disregarded, and reliance placed on section 108 (i) of the Land Code 1926. If such arguments prevailed, the whole object of having a Revised Edition would be miscarried, and if section 108 (i) of the Land Code is in force and section 294 of the Civil Procedure Code is not, the result would be that no attachment can be made at all, and it may safely be presumed that the legislature had no intention to bring about such a result.

I hold, therefore, that the attachment presented to the Registrar of Titles is in order and should be registered.

[ORIGINAL CIVIL JURISDICTION]

TERRELL, Ag. C. J.

October 23, 1936.

IN RE K. ARUMUGAM
EX PARTE J. K. R. LEONARD

[SELANGOR BANKRUPTCY No. 46 of 1936.]

The Bankruptcy Enactment (Cap. 55) section 81—Proceedings in wrong Court—Validity of such proceedings.

Section 81 of the Bankruptcy Enactment (Cap. 55) gives a wide discretion to the Court and even when bankruptcy proceedings are commenced in the wrong Court the Court has power to retain the proceedings in such Court if it is for the convenience of the Official Assignee and there will be no hardship to the debtor.

The facts appear sufficiently from the judgment.

A. Ramani for the petitioner creditor.

F. A. Briggs for the debtor.

TERRELL, AG. C.J.—The petition was presented in respect of a judgment for $594.05, and non-compliance with a bankruptcy notice. The judgment and service of the bankruptcy notice and of the petition were not disputed. The debtor, however, filed an affidavit opposing the petition on the ground that he has not for the past six months resided in Kuala Lumpur, and that the bankruptcy notice and petition should not have been filed in Kuala Lumpur. From the evidence it appeared that the debtor used to rent a house in Seremban, but he gave that up on the 6th of April, 1936, and since then appears to have had no fixed abode. On the other hand he is a member of the Rubber Assessment Committee, which holds its meeting in Kuala Lumpur, and admittedly the debtor is frequently in Kuala Lumpur to attend to his duties on that Committee.

It appears to me, in view of section 81 of the Bankruptcy Enactment, that it is unnecessary for me to come to a finding as to where the debtor resided or carried on business during the six months immediately preceding the presentation of the petition. This section reads as follows:—

> " (i) The Supreme Court in each State shall have jurisdiction in bankruptcy under this Enactment.
>
> (ii) The petition shall be presented to a Court of a Judge in any State in which the debtor has resided or carried on business during the six months immediately preceding the presentation of the petition.
>
> (iii) Nothing in this section shall invalidate a proceeding by reason of its being taken in a wrong Court of a Judge.
>
> (iv) Any proceeding in bankruptcy may at any time and at any stage thereof, either with or without the

application of any of the parties thereto, be transferred by a Judge from one Court to another Court or may be retained in the Court in which the proceedings were commenced although it may not be the Court in which the proceedings ought to have been commenced."

This section gives the Court a wide discretion which should be exercised so as not to inflict any undue hardship on the debtor. Even if the proceedings were started in the wrong Court, a matter upon which I am by no means satisfied, I think it will be a convenience to the Official Assignee that they should be retained in Kuala Lumpur, and it will be no hardship to the debtor.

There was a further objection that the debtor was presenting an appeal to the Privy Council. It was, however, not disputed that he was out of time in presenting such appeal, and it is doubtful whether the Court of Appeal has power to extend the time, and in any case this did not appear to me to be sufficient ground for opposing the petition.

The objections, therefore, failed, and I made Receiving and Adjudication Orders.

[ORIGINAL CIVIL JURISDICTION]

TERRELL, Ag. C. J.

October 31, 1936.

JODH SINGH.....Assignee-Applicant

v.

A. A. G. DE ALWIS.....Assignor-Respondent.

[SELANGOR ORIGINATING SUMMONS No. 127 of 1936.]

The Bills of Sale Enactment (Cap. 57), section 6 (b)—In the form—Payment of interest after due date.

In a bill of sale dated the 6th April, 1932, and repayable on the 30th July, 1932, the material parts were as follows:—

"(1) The chattels are assigned

'by way of security for the payment of the sum of dollars two thousand three hundred and fifty ($2,350) and interest thereon at the rate of twenty-four (24) per cent. per annum.'

And the assignor agreed and declared

'that he will duly pay to the said assignee the principal sum aforesaid on the 30th day of July, 1932 and the interest thereon by monthly payments of $47 (say dollars forty seven) per mensem, and the first of such payments to be paid on the 1st day of May 1932.'"

The respondent contended that the bill of sale was not in the form as required by section 6 (b) of the Bills of Sale Enactment (Cap. 57) and that it did not provide for interest after due date.

Held, that the bill of sale set out correctly the effect of the transaction and therefore did not conflict with the provisions of the Bills of Sale Enactment.

Held further, that the bill of sale must be construed so as to give effect to the intention of the parties and from its terms it was clear that although the principal sum was due to be repaid on the 30th July, 1932, the interest then due need not be paid, and therefore it was intended that if the principal sum was not repaid on the 30th July, 1932, interest at the rate specified would continue to be payable.

Arumugam v. *Leonard*, (1936) F.M.S.L.R. 1; (1936) 5 M.L.J. 252 distinguished.

A. J. Bostock-Hill for the Assignee-Applicant.

V. Mackie and *M. N. Cumarasami* for the Assignor-Respondent.

Cur. Ad. Vult.

TERRELL, AG. C.J.—In this case the respondent was called upon to shew cause why the chattels comprised in a bill of sale should not be sold. The applicant is a transferee from the original assignee.

Two points were argued by the respondent:—

(a) that the bill of sale was not 'in the form' required by section 6 (b) of the Bills of Sale Enactment; and

(b) that the bill of sale did not provide for interest after due date.

As regards (a) the bill of sale states as the consideration that the sum of $2,350 was due by the respondent to one Sucha Singh, the original assignee under the bill of sale. It appears from the affidavits, and is not disputed that the chattels comprised in the bill of sale originally belonged to one Samy who charged them to Sucha Singh under another bill of sale. The respondent Alwis subsequently acquired the chattels from Samy, and in doing so took upon himself Samy's liability to Sucha Singh. To implement this transaction he gave Sucha Singh the bill of sale which is the subject of the present application. It appears to me that as a result of these arrangements Alwis became indebted to Sucha Singh in the sum named, and that the bill of sale contains no mis-statement. All that the law requires is that the effect of the transaction should be correctly stated—see *The Credit Co.* v. *Pott*, 6 Q.B.D. 295 and *Stott* v. *Shaw & Lee Ltd.* (1928) 2 K.B. 26, 31. The first ground of objection, therefore fails.

The second point argued by the respondent does not go to the root of the transaction, but merely affects the amount recoverable. The exact wording of the bill of sale, which is dated the 6th of April, 1932, is important. The document states:—

(1) that the chattels are assigned

"by way of security for the payment of the sum of dollars two thousand three hundred and fifty ($2,350) and interest thereon at the rate of twenty-four (24) per cent per annum."

And the assignor further agreed and declared

(2) "that he will duly pay to the said assignee the principal sum aforesaid on the 30th day of July, 1932, and the interest thereon by monthly payments of $47 (say dollars forty seven)